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**CITY OF SAN ANTONIO PURCHASING DEPARTMENT**

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Issued By: VF  
BID NO.: A609-07-VF

Date Issued: November 21, 2006  
Page 1 of 24

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**FORMAL INVITATION FOR BIDS**  
**ANNUAL CONTRACT FOR ELEVATOR MAINTENANCE AT THE MUNICIPAL AUDITORIUM**

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**Sealed bids in triplicate**, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, will be received at the City Clerk, City Hall until 2:00 P.M. Central Time **December 8, 2006**.

The City of San Antonio Purchasing Department is willing to assist any bidder(s) in the interpretation of bid provisions or explanation of how bid forms are to be completed. Assistance may be received by visiting the Purchasing Office in the City Hall Annex, 131 W. Nueva, or by calling (210) 207-7260.

It is the policy of the City of San Antonio to involve qualified Small, Minority, Woman-owned, and local business in construction, procurement, professional services, and leases and concessions contracting. The City of San Antonio has established the following minority business enterprise (MBE), woman business enterprise (WBE), African-American business enterprise (AABE), and small business enterprise (SBE) utilization goals:

MBE Goal: 15% WBE Goal: 10%  
AABE Goal: 3% SBE Goal: 50%

This invitation includes the following:

Invitation for Bids

Specifications and General Requirements

Terms and Conditions of Invitation for Bids

Price Schedule

The undersigned, by his/her signature, represents that he/she is authorized to bind the Bidder to fully comply with the Specifications and General Requirements for the amount(s) shown on the accompanying bid sheet(s). By signing below, Bidder has read the entire document and agreed to the terms therein.

Signer's Name: \_\_\_\_\_ Firm Name: \_\_\_\_\_  
(Please Print or Type)

Address: \_\_\_\_\_

Signature of Person Authorized to Sign Bid \_\_\_\_\_ City, State, Zip Code: \_\_\_\_\_

Email Address: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Please complete the following:

Prompt Payment Discount: \_\_\_\_\_% \_\_\_\_\_days. (If no discount is offered, Net 30 will apply.)

Please check the following blanks which apply to your company:

Ownership of firm (51% or more):

☐ Non-minority ☐ Hispanic ☐ African-American ☐ Other Minority (specify) \_\_\_\_\_

☐ Female Owned ☐ Handicapped Owned ☐ Small Business (less than \$1 million annual receipts or 100 employees)

Indicate Status: ☐ Partnership ☐ Corporation ☐ Sole Proprietorship ☐ Other (specify) \_\_\_\_\_

Tax Identification Number: \_\_\_\_\_

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**FOR CITY USE ONLY**

**AWARD**

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<b>Items Accepted:</b>	<b>Ordinance No:</b>	<b>Date:</b>	<b>Amount:</b>
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Approved: \_\_\_\_\_

**CITY OF SAN ANTONIO**

**TERMS AND CONDITIONS OF INVITATION FOR BIDS****READ CAREFULLY****1. GENERAL CONDITIONS**

Bidders (hereinafter “bidders”, “vendors” or “contractors”) are required to submit their bids upon the following expressed conditions:

- (a) Bidders shall thoroughly examine the drawings, specifications, schedule(s), instructions and all other contract documents.
- (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the bid conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
- (c) Bidders are advised that all City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, state and federal statutes. Any bid, after being opened, becomes subject to the Public Information Act, Government Code Chapter 552; therefore bidders must clearly indicate any portion of the submitted bid that the bidder claims is not subject to public inspection under the Public Information Act.
- (d) No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or shall benefit financially, directly or indirectly, in the sale to the City of any materials, supplies or services, except on behalf of the City as an officer or employee. This prohibition extends to the City Public Service Board, San Antonio Water System, and all City boards and commissions other than those which are purely advisory. In this instance a City employee is defined as any employee of the City who is required to file a financial involvement report pursuant to the City’s ethics ordinance.

**2. PREPARATION OF BIDS**

Bids will be prepared in accordance with the following:

- (a) All information required by the bid form shall be furnished or the bid may be deemed non responsive. The bidder shall print or type name and manually sign the schedule.
- (b) Where there is an error in extension of price, the unit price shall govern. Any bid that is considered for award by each unit or line item must include a price for each unit or line item for which the bidder wishes to be considered. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of the City.

Any bid that is considered for award on an “all or none” basis must include a price quote for all units or line items. In an “All or None” bid, a unit price left blank shall be tabulated as a “zero”, and shall be deemed to be offered at no cost to the City.

- (c) Alternate bids may be allowed at the sole discretion of the City.
- (d) Proposed delivery time must be shown and shall include weekends and holidays, unless specified otherwise in this IFB.

- (e) Bidders will neither include federal taxes nor State of Texas limited sales excise and use taxes in bid prices since the City of San Antonio is exempt from payment of such taxes. An exemption certificate will be signed by City where applicable upon request by bidder.

### **3. DESCRIPTION OF SUPPLIES**

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Each bid must clearly identify the proposed product, the quantity of the product, model, and type, as applicable. Prorata adjustments to packaging and pricing may be allowed at the sole discretion of the City.

### **4. ASSURANCE OF COMPLIANCE - EQUAL EMPLOYMENT OPPORTUNITY AND SMALL AND/OR MINORITY BUSINESS ADVOCACY REQUIREMENTS**

It is the policy of the City of San Antonio that Small and/or Minority Business Enterprises shall have the maximum practicable opportunity to participate in the performance of public contracts. Bidder agrees that if this bid is accepted, he/she will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age, handicap or political belief or affiliation. In addition, bidder agrees, by submittal of this bid, that he/she will abide by all applicable terms and provisions of this Nondiscrimination Clause and the Small Business Advocacy Clause. These clauses are available in the City's Department of Economic and Employment Development and the City Clerk's Office.

### **5. SAMPLES, DEMONSTRATIONS AND TESTING**

At the City's request and direction, bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested prior to award of the contract, upon delivery and/or at any point during the term of resulting contract. After notification, samples, demonstrations and/or testing must be provided within **ten** days. Failure to provide samples prior to award of contract will disqualify bidder from consideration. All samples (including return thereof), demonstrations and/or testing shall be at the expense of the bidder. Samples will be returned upon request; otherwise, samples will become property of the City of San Antonio, **ten** days after award of the contract.

### **6. SUBMISSION OF BIDS**

- (a) Bids shall be enclosed in sealed envelopes addressed to the City Clerk, City of San Antonio. The name and address of bidder, the date and hour of the bid opening, bid number and title of the bid solicitation shall be marked on the outside of the envelope(s).
- (b) Bids must be submitted on the forms furnished. Facsimile bids must be submitted in accordance with Par. 6 (a) above. Bids, however, may be modified provided such modifications are sealed and received by the City Clerk prior to the time and date set for the bid opening. However, the City of San Antonio shall not be responsible for lost or misdirected bids or modifications.
- (c) By submittal of this bid, bidder certifies to the best of his/her knowledge that all information is true and correct.

## **7. REJECTION OF BIDS**

- (a) The City may reject a bid if:
  - 1. The bidder misstates or conceals any material fact in the bid; or
  - 2. The bid does not strictly conform to law or the requirements of the bid;
  - 3. The bid is conditional, except that the bidder may qualify the bid for acceptance by the City on an “All or None” basis or a “Best Value Item” basis. An “All or None” basis bid must include all items upon which bids are invited.
- (b) In the event that a bidder is or subsequently becomes delinquent in the payment of his, her or its City taxes, including state and local sales taxes, such fact shall constitute grounds for rejection of the bid, or if awarded the bid, for cancellation of the contract. However, the City reserves the right to deduct any delinquent taxes from payments that the City may owe to the delinquent bidder as a result of such contract.
- (c) The City may, reject all bids whenever it is deemed in the best interest of the City to do so, and may reject any part of a bid unless the bid has been qualified as provided in Par. 7 (a) 3 above. The City at its sole discretion may also waive any minor informalities or irregularities in any bid, to include failure to submit sufficient bid copies, failure to submit literature or similar attachments, or business affiliation information.

## **8. WITHDRAWAL OF BIDS**

Bids may not be withdrawn after the time set for the bid opening, unless approved by the City Council.

## **9. LATE BIDS OR MODIFICATIONS**

Bids and modifications received after the time set for the bid opening will not be considered.

## **10. CLARIFICATION TO BID SPECIFICATIONS**

- (a) If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, other bid documents, or any part thereof, he/she may submit to the City Director of Purchasing on or before seven calendar days prior to scheduled opening, a request for clarification. All such requests for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by Addendum duly issued. A copy of such Addendum will be mailed or delivered to each person receiving bids. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. Any objections to the specifications and requirements as set forth in this bid must be filed in writing with the Director of Purchasing on or before **seven** calendar days prior to the scheduled opening.
- (b) The City reserves the right to request clarification to assist in evaluating the bidder's response when the bid response is unclear with respect to product pricing, packaging or other factors. The information provided is not intended to change the bid response in any fashion and such information must be provided within **two** days from request.

## 11. DISCOUNTS

- (a) Prompt payment discounts will be considered in making the award provided the period of the discount offered is sufficient to permit payment within such period in the regular course of business (minimum ten days).
- (b) In connection with any discount offered, time will be computed from the date of receipt of supplies or services, or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

## 12. AWARD OF CONTRACT

- (a) Per Section § 252.043 of the Texas Local Government Code, the contract will be awarded to either the lowest responsible bidder or to the bidder who provides goods and/or services at the best value for the City. In determining best value, the City may consider price, reputation, quality, past relationship with City, SBEDA requirements, long term cost and any other relevant factors.
- (b) The City reserves the right to accept any item or group of items on this bid, unless the bidder qualifies his/her bid by specific limitations, in accordance with Par.7 (a) 3 above.
- (c) A written award of acceptance (manifested by a City Ordinance) and appropriation mailed or otherwise furnished to the successful bidder results in a binding contract without further action by either party.
- (d) The City of San Antonio reserves the right to utilize previous purchases as a basis for evaluation of bids when future usages are unable to be determined.
- (e) Breaking of tie bids shall be in accordance with the Texas Local Government Code § 271.901.
- (f) Although the information furnished to bidders specified the approximate quantities needed, based on the best available information where a contract is let on a unit price basis, payment shall be based on the actual quantities supplied. The City reserves the right to delete items, prior to the awarding of the contract, and purchase said items by other means; or after the awarding of the contract, to increase or decrease the quantities bid in accordance with § 252.048 of the Texas Local Government Code. No changes shall be made without written notification of the City.

## 13. CONTRACT TERMINATION

### TERMINATION-BREACH:

- (a) Should vendor fail to fulfill in a timely and proper manner, as determined solely by the Director of Purchasing & General Services, its obligations under this contract, or violate any of the terms of this contract, the City shall have the right to immediately terminate the contract. Notice of termination shall be provided in writing to the contractor, effective upon the date set forth in the notice. Such termination shall not relieve the vendor of any liability to the City for damages sustained by virtue of any breach by the vendor.

### TERMINATION-NOTICE:

- (b) The City shall be required to give the vendor notice **ten** days prior to the date of cancellation of the contract.

## TERMINATION-FUNDING:

- (c) City retains the right to terminate this contract at the expiration of each of City's budget periods. This contract is conditioned on a best efforts attempt by City to obtain and appropriate funds for payment of any debt due by City herein.

**14. DELIVERY OF GOODS/SERVICES**

- (a) All materials are to be delivered F.O.B., City of San Antonio's designated facility.
- (b) Delivery dates pertaining to this invitation must be clearly stated in the bid form where required and include weekends and holidays. Failure to comply with this requirement may be a cause for disqualification of the bid. Unless otherwise specified, delivery at the earliest date is required. The bidder will clearly state in the bid the time required for delivery upon receipt of contract or purchase order. Proposed delivery time must be specific and such phrases "as required", "as soon as possible" or "prompt" may result in disqualification of the bid.
- (c) Upon award of a contract, the vendor is obligated to deliver the goods to the destination specified in the Invitation for Bids or the Purchase Order and bears the risk of loss until delivery. If this Invitation for Bids or Purchase Order does not contain delivery instructions, bidders shall request instructions in writing from the Director of Purchasing. If the delivery instructions contained in the Invitation for Bids allocate delivery costs and risks in a manner contrary to this section, the provisions of this Invitation for Bids shall prevail.
- (d) When delivery is not met as provided for in the contract, the Purchasing Department reserves the right to make the purchase on the open market, with any cost in excess of the contract price paid by the vendor, in addition to any other damages, direct or consequential, incurred by the City as a result thereof. In addition, failure of the vendor to meet the contract delivery dates will be cause for removal of the vendor from the City's list of eligible bidders as determined by the Purchasing & General Services Department.

**15. PERFORMANCE DEPOSIT**

- (a) The following provisions shall apply only when a performance deposit is specified as required in this Invitation for Bids.
- (b) The successful vendor must furnish the City of San Antonio with a performance deposit in the amount set forth in the Invitation for Bids. This deposit is not to be submitted with the bid, but must be presented to the Purchasing & General Services Department within **ten** days from request.
- (c) The City of San Antonio will not enter into a contract or issue a purchase order until the successful vendor has complied with the performance deposit provisions.
- (d) The performance deposit shall be in the form of a performance bond (in a form acceptable to the City Attorney), cashier's check, certified check upon a state or national bank or trust company, or a check on such bank or trust company signed by a duly authorized officer thereof (checks to be drawn payable to the City of San Antonio), or a Certificate of Deposit from such bank or trust company assigned to the City of San Antonio, or an irrevocable letter of credit from a state or national bank or trust company.
- (e) The performance deposit of the successful vendor shall be returned by the City upon completion of the contract and final acceptance of all items in accordance with conditions thereof.
- (f) Failure of successful vendor to perform any of the services required by this contract within **ten** days of receipt of written demand for performance from City, or failure of vendor to correct or replace defective goods or

products within **ten** days from receipt of written demand therefore, shall constitute a total breach of this contract and shall cause this contract to terminate immediately upon the expiration of the ten day period. In the event of such termination, the performance deposit shall be retained by the City of San Antonio as liquidated damages, based upon mutual agreement and understanding between vendor and City at the time this bid is solicited, submitted and accepted, that the City of San Antonio is a governmental agency engaged in public projects, and that the measurement of damages, which might result from a breach of the terms and specifications herein is difficult or impossible to determine. However, the Director of Purchasing & General Services with the concurrence of the City Manager, may return all or part of the performance deposit to the vendor if the Director determines, in the Director's sole discretion, that the failure to perform the conditions of this contract was the result of acts or events over which the vendor had no control. The determination shall then be final and binding on all parties.

## **16. INDEPENDENT CONTRACTOR**

It is expressly understood and agreed by both parties hereto that the City is contracting with the successful vendor as an independent contractor. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful vendor under this contract and that the successful vendor has no authority to bind the City.

## **17. BID RESULT REQUEST**

Any party who wishes to be provided documents relating to the bid results shall make a request in writing. Pursuant to state law, the City may assess a fee in order to recoup the cost related to providing the requested information.

## **18. PATENTS/COPYRIGHTS**

The successful vendor agrees to indemnify and hold the City harmless from any claim involving patent infringement or copyrights on goods supplied.

## **19. INDEMNITY**

- a) **CONTRACTOR** covenants and agrees to **FULLY INDEMNIFY** and **HOLD HARMLESS**, the **CITY** and the elected officials, employees, officers, directors, and representatives of the **CITY**, individually or collectively, from and against any and all costs, claims, liens, damages losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal injury or death and property damage, made upon the **CITY**, directly or indirectly arising out of resulting from or related to **CONTRACTOR'S** activities under this **CONTRACT**, including any acts or omissions of **CONTRACTOR**, any agent, officer, director, representative, employee, consultant or subcontractor of **CONTRACTOR**, and their respective officers, agents, employees, directors and representatives while in the exercise or performance of the rights or duties under this **CONTRACT**, all without, however, waiving any governmental immunity available to the **CITY** under Texas Law and without waiving any defenses of the parties under Texas Law. The provisions of this **INDEMNIFICATION** are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. **CONTRACTOR** shall promptly advise the **CITY** in writing of any claim or demand against the **CITY** or **CONTRACTOR** known to **CONTRACTOR** related to or arising out of **CONTRACTOR'S** activities under this **CONTRACT** and shall see to the investigation and defense of such claim or demand at **CONTRACTOR'S** cost. The **CITY** shall have the right, at its option and at its own expense, to participate in such defense without relieving **CONTRACTOR** of any of its obligations under this paragraph.
- b) It is the **EXPRESS INTENT** of the parties to this contract, that the **INDEMNITY** provided for in this section, is an **INDEMNITY** extended by **CONTRACTOR** to **INDEMNIFY**, **PROTECT** and **HOLD**

**HARMLESS** the **CITY** from consequences of the **CITY'S OWN NEGLIGENCE**, provided however, that the **INDEMNITY** provided for in this section **SHALL APPLY** only when the **NEGLIGENT ACT** of the **CITY** is a **CONTRIBUTORY CAUSE** of the resultant injury, death, or damage, and shall have no application when the negligent act of the **CITY** is the sole cause of the resultant injury, death, or damage. **CONTRACTOR** further **AGREES TO DEFEND, AT ITS OWN EXPENSE** and **ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY**, any claim or litigation brought against the **CITY** and its elected officials, employees, officers, directors and representatives, in connection with any such injury, death, or damage for which this **INDEMNITY** shall apply, as set forth above.

## **20. INSURANCE**

If required, specific insurance provisions will be included in bid specifications. An original, certified copy of an insurance certificate meeting the requirements set forth in these specifications **will be submitted within 10 days upon request**. The successful vendor will be required to maintain, at all times during performance of the contract, the insurance detailed in bid specifications. Failure to provide this document may result in disqualification of bid

## **21. ACCEPTANCE BY CITY**

The City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by vendor. The City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. The City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If the City elects to accept nonconforming goods and services, the City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate the City for the nonconformity. Any acceptance by the City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services.

## **22. WARRANTY**

The supplies or services furnished under this contract shall be covered by the most favorable commercial warranties given to any customer for same or similar supplies or services.

## **23. CHANGE ORDERS**

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders will be made in writing by the City of San Antonio Purchasing & General Services Department.

## **24. ASSIGNMENT**

The successful vendor shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City of San Antonio Purchasing & General Services Department. Any such assignment or transfer shall not release vendor from all contractual obligations.

## **25. INTERLOCAL PARTICIPATION**

- (a) The City may, from time to time, enter into Interlocal Cooperation Purchasing Agreements with other governmental entities or governmental cooperatives (hereafter collectively referred to as "Entity" or "Entities") to enhance the City's purchasing power. At the City's sole discretion and option, City may inform other Entities that they may acquire items listed in this Invitation for Bids (hereafter "IFB"). Such acquisition(s) shall be at the prices stated herein, and shall be subject to bidder's acceptance. Entities desiring to acquire items listed in this IFB shall be listed on a rider attached hereto, if known at the time of issuance of the IFB. City may issue subsequent riders after contract award setting forth additional



Entities desiring to utilize this bid. VENDOR shall sign and return any subsequently issued riders within **ten** calendar days of receipt.

- (b) In no event shall City be considered a dealer, remarketer, agent or other representative of Vendor or Entity. Further, City shall not be considered and is not an agent; partner or representative of the Entity making purchases hereunder, and shall not be obligated or liable for any such order.
- (c) Entity purchase orders shall be submitted to Vendor by the Entity.
- (d) Vendor authorizes City's use of Vendor's name, trademarks and Vendor provided materials in City's presentations and promotions regarding the availability of use of this contract. The City makes no representation or guarantee as to any minimum amount being purchased by City or Entities, or whether Entity will purchase utilizing City's contract.

**CITY WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY OBLIGATIONS, INCLUDING, BUT NOT LIMITED TO, PAYMENT, AND FOR ANY ITEM ORDERED BY AN ENTITY OTHER THAN CITY.**

**26. QUESTIONS**

Questions regarding interpretation of bids, bid results or bid awards should be directed to the Purchasing & General Services Department at (210) 207-7260.

## **SPECIFICATIONS AND GENERAL REQUIREMENTS**

**PERIOD OF CONTRACT:** Contract shall be for the period beginning upon award and terminating September 30, 2011.

**SCOPE:** The City of San Antonio is soliciting bids for a contractor to provide a full-service equipment maintenance service of the elevators and electric lifts located at the San Antonio Municipal Auditorium, 100 Auditorium Circle, in accordance with the specifications listed herein. This service is needed by the Convention Facilities Center to maintain elevators and electric lifts currently in operation.

### **STANDARD REQUIREMENTS:**

1. Prospective bidders must prove beyond any doubt to the City Purchasing Manager that they are duly qualified, capable, bondable, etc. to fulfill and abide by the specifications herein listed.
2. When contractor cannot abide by terms and conditions in fulfilling the contract, contractor must supply service or supplies from other sources at the contract price. If contractor delays in the above, the City reserves the right to purchase on the open market and charge contractor the difference between contract price and the purchase price.
3. The Annual Contract shall include the following terms and conditions:
  - a. An Annual Contract purchase order will not be issued for each City agency authorized to place orders against this annual contract. A contract purchase order will be issued per order. Vendor must have the Contract Purchase Order before making any delivery. Payment will be made by the City on a monthly basis.
  - b. All invoices must be submitted in duplicate and show each purchase order number and corresponding City agency. Invoices must be legible. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All items must show unit prices or otherwise specified. If prices are based on discounts from list, then list prices, discounts in terms of percentage, and net prices must be shown. If prices are based on list prices basis, then the list prices, the "plus" in terms of percentage, and net unit prices, extensions and net total prices must be shown. In connection with any term discount offered, time will be computed from the first of the month following receipt of supplies or services, or a correct invoice. Payment is deemed to be made on the date of mailing of the check. (Paragraph 11b on the Terms and Conditions of Invitations for Bids is hereby deleted.)
  - c. Bidders' facilities and equipment will be a determining factor in making the bid award. All bidders may be subject to inspection of their facilities and equipment.
5. The City reserves the right to extend the term of the contract in 30 day increments, not to exceed 90 days total with written notice to the vendor; provided, that the City shall give the vendor a preliminary written notice of its intent to extend at least 10 days before the contract expires. The preliminary notice does not commit the City to an extension.
6. Bids shall be considered only from bidders who are regularly established in business, are financially responsible, able to show evidence of satisfactory past performance, competent, and who are ready, willing, and able to render prompt and satisfactory services.

7. The City of San Antonio reserves the right to request evidence that the bidder meets the following qualifications as a corporation, proprietorship or partnership:

**CORPORATION:**

- a) Has adequately established financial responsibility and stability. Provide financial statements for last 3 years (i.e. Year-end statement of financial condition, changes in financial condition, and income statement).
- b) Is incorporated under the laws of Texas as applicable, is lawfully licensed, and has all necessary required permits.
- c) Has been operating in business for at least three (3) consecutive years prior to awarding of the contract.

**PROPRIETORSHIP OR PARTNERSHIP:**

- a) Has adequately established financial responsibility and stability. Provide financial statements for last 3 years (i.e. Year-end statement of financial condition, changes in financial condition, and income statement).
- b) Has been operating in business for at least three consecutive years either on his own account or as an employee in a supervisory capacity prior to awarding of the contract.
- c) Is lawfully licensed, and has all necessary required permits to do business in compliance with all applicable laws of the State of Texas.

8. Performance Bond: The City of San Antonio reserves the right to request a 100% Performance Bond to be furnished by the successful bidder at no additional cost to the City. If at any time the supplier fails to fulfill or abide by any of the specifications and conditions specified herein, the City of San Antonio reserves the right to cancel this contract by giving a thirty (30) day prior written notice of its intention to terminate this contract.
9. Bids not submitted on these forms will not be considered. Award to successful bidder will be made by ordinance enacted by City Council.
10. Contractor shall carefully examine these specifications and if necessary, secure from the City of San Antonio, any additional information that may be requested to obtain a clear and full understanding of the work.
11. Any materials or parts used in complying with contract are to be equal to or better than original equipment. **Materials provided by Contractor for replacement shall be locally available for future replacement and shall be non-proprietary.**
12. THE CITY OF SAN ANTONIO WILL MAKE AWARD TO ONE FIRM ONLY.

**GENERAL REQUIREMENTS:**

- 1. Contractor shall be held to have examined the premises and satisfied himself/herself as to the existing conditions under which he/she will be obligated to operate in performing his/her part of the work in the agreement. Contact Robert Carr, Building Maintenance Manager at (210) 207-8528 for job site inspections.
- 2. The importance of the elevators covered by these specifications, demand that they be maintained in a satisfactory and safe operating condition in accordance with the requirements of these specifications, and be kept capable of providing their initial maximum capacity, speed, and performance. The City of San Antonio

reserves the right to make such tests when advisable to ascertain that the requirements of these conditions are being fulfilled. Should it be found that the standards specified herein are not satisfactorily maintained, the City of San Antonio may immediately demand that the Contractor place the elevator in condition to meet these requirements. The Contractor's failure to comply with such a demand within a reasonable time will constitute a circumstance under which the City of San Antonio may terminate the agreement.

3. Contractor agrees to maintain the elevator systems at the location identified within these specifications, using factory trained mechanics, (defined as personnel who have had formal specific manufacturer's training and are qualified by elevator trade standards for maintenance or repair of elevator systems) employed and supervised by contractor. These mechanics will keep elevator equipment in proper operating condition, properly adjusted and will exercise all reasonable care in doing so.
4. All elevator equipment under this contract shall be maintained in first class operation, furnishing all material, labor, and equipment and to comply with all requirements of the American National Standards Institute Safety Regulations for Elevators, Dumbwaiters, Escalators, and Moving Sidewalks, current ANSI a17.1, latest edition of revisions.
5. Contractor shall furnish, upon request, evidence satisfactory to the City of San Antonio specifically stating that the management of the firm has satisfactorily maintained elevators of the type and grade to the degree included in these specifications. To be entitled for consideration, the bidder shall furnish a statement to the effect that he has available under his direct employment and supervision the necessary organization and facilities, located within the City of San Antonio, Texas, to properly fulfill all the service and conditions required under these specifications, and the personnel trained in the maintenance of this type of equipment.
6. Bidder shall submit a list of elevator service contracts within the last 12 months, a resume of experience of the assigned foreman, and a detailed resume for the service technicians responsible for the routine maintenance and after hour service calls. This resume shall include:
  - a. Total Years of Elevator Service
  - b. Training on the types of elevator equipment located at the facility.
  - c. Any other pertinent information regarding the skills and service personnel of the technicians who will be servicing this account.
7. Bidder shall submit a list of other name(s) under which organization has done business within the last 3 years.

**EQUIPMENT TO BE MAINTAINED:**

1. Hydraulic Elevator # 1: NW Basement to Balcony (3 Level), Passenger
2. Hydraulic Elevator # 2: NE Basement to Balcony (3 Level), Passenger
3. Hydraulic Elevator #3: NW 1<sup>st</sup> Level to 2<sup>nd</sup> Level (2 Level), Passenger
4. Hydraulic Elevator #4: NE 1<sup>st</sup> Level to 2<sup>nd</sup> Level (2 Level), Passenger
5. Hydraulic Elevator #5: NW 1<sup>st</sup> Level to 2<sup>nd</sup> Level (2 Level), Passenger
6. Handicap Electric Lift: NE Basement Pit to Basement Level (2 Level), Handicap Electric Lift

**LOCATION:** Municipal Auditorium, 100 Auditorium Circle, San Antonio, Texas 78205

**SPECIFICATIONS:**

Vendor agrees to make monthly inspections on each elevator and electric lift using factory trained mechanics, defined as personnel who have had formal specific manufacturer's training and are qualified by elevator trade standards for maintenance or repair of elevator systems, employed and supervised by the vendor. The Municipal Auditorium maintenance representative will be notified prior to each inspection. The City agrees to report any condition which may indicate the need for correction before the next regular scheduled inspection. Vendor shall perform an annual inspection and evaluation of the elevator equipment with a state inspector and the City maintenance representative. The vendor shall provide the City with a copy of the inspection for review. Barricades shall be supplied and used by the vendor during all work to assure safety of the public.

**SCOPE OF WORK:**

All elevator equipment under this contract shall be maintained in first class operation, furnishing all material, labor, and equipment and to comply with all requirements of the American National Standards Institute Safety Regulations for Elevators, Dumbwaiters, Escalators and Moving Sidewalks, current ANSI a17.1, latest edition or revisions.

1. The contractor shall systematically examine, clean, lubricate, adjust, and when conditions warrant, repair or replace the following:
  - a) Power Plant complete, consisting of its enclosure, pump, motor power transmission elements between the pump and motor, valves of every kind, strainers, mufflers, gaskets, and all other accessories.
  - b) Entire controller and motor starter, including accessories.
  - c) Entire "unit jack", including everything except excluded items listed hereafter.
  - d) All hoist-way equipment of every kind, including fastening to the building, all electrical wiring, conduit, ducts, traveling cables, etc., from and beyond the elevator equipment of every kind to the mainline disconnect switches, and hoist-way outlets.
  - e) All piping, fittings, and accessories, such as, vibration dampeners, silencers, etc., between the pumping plant and the jack unit. Underground piping not included.
  - f) All heating and cooling elements, facilities, insulation, and accessories for controlling the oil temperature.
  - g) Hydraulic fluid.
  - h) Emergency lighting.
  - i) Fireman's service equipment.
  - j) Automatic power door operators, landing and car door hangars, landing and car door contracts, door protective devices, hoist-way door interlocks bottom door guides, manual door closures, and auxiliary door closing devices.
  - k) All other miscellaneous equipment, materials, solid state components, etc., not mentioned above or in the makeup of the complete elevator.
  - l) Repair or replace the following accessory equipment: Car and corridor operating push buttons, Load weighing equipment. All hall lanterns, car position and positions indicators, lobby control panels, car operating panels, emergency lighting, cab lighting and all other signal accessory facilities furnished and installed as a part of the whole equipment.
  - m) Conduct a yearly relief valve test and cylinder leakage test in accordance with Section 1001 ANSI A17.1 code in presence of a City maintenance representative.
  - n) Re-lamp all signals during regular examinations.

- o) Maintain the original contract speed in feet per minute, the original performance time including acceleration and retardation as designed and specified by the elevator manufacturer and to perform the necessary adjustments as required to maintain the original door opening and closing time, within limits of ANSI Codes A17.1, latest edition.
- p) The contractor shall weekly clean machine rooms, car tops and pits.

### **SPARE PARTS INVENTORY:**

Contractor shall maintain, at his/her expense, a sufficient amount of replacement parts, by the original manufacturer or approved equal, to maintain elevators in a safe operating condition. These parts shall be made available for inspection by a City representative. The inventory shall be maintained for each elevator system and include but not limited to the following:

- a) Complete Set of Replacement Circuit Boards Per Unit
- b) Soft Starts, 1 set per type/size
- c) Pump Motor, 1 unit per type/size
- d) I-2 Valves, 1 unit per type/size
- e) Jack Packings, 1 packing per size of jack
- f) Pushbuttons, 4 replacements per type of button
- g) Digital PI's, 1 set per type
- h) Door Motor, 1 unit per type/size including freight door motors
- i) Interlocks, 2 per type/size including freight doors
- j) Hoistway Switches, 2 per type/size
- k) All necessary electrical components, including relays, contacts, coils, rectifiers, resistors, transformers, starter relay contacts, hall and car push button parts, and replacement bulbs. Maintain an ample supply of lubricants as specified by the original equipment manufacturer.

### **REPORTS:**

A record of all maintenance, callbacks and repairs shall be kept by the contractor indicating work performed and any difficulties experienced and the correcting measures taken to eliminate the difficulties. A file shall be provided to the Municipal Auditorium and all work accomplished shall be verified in writing. The vendor's mechanic shall check into the maintenance office or to the maintenance representative when arriving and departing the City facility. Copies of mechanic's time tickets, verifying time spent each visit, shall be left with the maintenance representative. A "Preventive Maintenance Schedule" will be established and adhered to by the contractor. A copy of the proposed "Preventive Maintenance Schedule" will be submitted to the City of San Antonio prior to any payment under this contract. This schedule shall include "Preventive Maintenance Checklists" which shall become the property of the City of San Antonio when completed. The Preventive Maintenance Checklist along with the Preventive Maintenance Schedule shall be permanently maintained in each machine room covered by this contract. The following information shall be included in the Schedule/Checklist: Name of Building, Elevator Type, Elevator Number, Elevator Serial Number, Items of Maintenance and Frequency, Date Performed, Initials of Mechanic, and Certification by Contractor that Maintenance was performed.

A copy of the completed checklists shall be submitted to the Building Maintenance Crew Leader or his designated representative monthly. Payment may be withheld on any unit if scheduled maintenance is not performed and/or checklist is not submitted as specified.

It is the intent of the Preventive Maintenance Program that ALL components and systems of each elevator will be visually inspected regularly. It is further intended that all components and systems of each elevator will be cleaned, lubricated and adjusted to manufacturers' specifications at the manufacturer's recommended frequency or once per year, whichever is the shorter period. Cleaning shall be accomplished as required.

**SERVICE MECHANIC:**

The vendor shall furnish a qualified elevator/escalator mechanic on the job site for performance of examinations and preventive maintenance. Said mechanic shall provide preventive maintenance at the job site a minimum one half (1/2) hour per unit per inspection. Travel time and callbacks will not qualify as inspection time. The vendor shall maintain an adequate number of trained personnel in San Antonio, Texas at all times specifically assigned to perform routine preventive maintenance work. Repair crews shall be maintained to perform planned or emergency repairs so that the regular maintenance personnel are available to proceed with routine preventive maintenance without interruptions. A maintenance supervisor must be located in San Antonio, Texas specifically assigned to maintenance and for the purpose of maintaining the standards of elevator and escalator performance as designed by the manufacturer. The vendor agrees by his bid, the guaranteed response time for any calls made for repairs.

**EMERGENCY REPAIRS FOR NON-COVERED ITEMS:**

For the purposes of this contract, repairs not covered by the outlined monthly and annual maintenance procedures and deemed necessary by the department may be classified as an EMERGENCY REPAIR. The contractor shall not begin any work that is beyond the scope of this contract unless specifically requested by the Convention Facilities Manager in writing. This work may be billed in accordance with labor and parts charges listed on the price schedule. The CITY will not pay for any unauthorized parts or labor charges unless contractor submits invoices with a copy of the written work order as supplied by the Convention Facilities. Such invoices shall have the language NON-COVERED EMERGENCY REPAIR indicated and billed in accordance with the price schedule.

**INVOICES:**

Contractor should produce an invoice monthly with a checklist of items addressed upon each visit. Suggested repairs for items that are in danger of imminent failure should be detailed along with a cost estimate. This cost estimate shall not be construed as an authorization for additional work. Invoices and extra work proposals are to be submitted to site contact person before the next service visit in addition to the location stated on the Purchase Order.

**STATUS OF EQUIPMENT NOTIFICATION REQUIREMENT:**

Contractor shall notify the Convention Centers Building Maintenance Manager of any condition that impairs the continued safe use of the equipment covered under the scope of this contract. This includes and is not limited to the following:

- (a) Conditions which may cause injury.
- (b) Conditions which may cause damage to equipment.
- (c) Conditions which may be hazardous.
- (d) Status of inspections which are expiring.

**CALLBACKS:**

Vendor agrees to respond to emergency callbacks within a maximum of one hour, 24 hours per day, seven days a week. Vendor must check in with the maintenance representative prior to working, and check out with the same representative after completing the work and leaving a service report. Because of the very public nature of this equipment, emergency calls for stranded elevators carrying passengers will be responded to immediately. Emergency callbacks will be considered part of the bid for maintenance of equipment.

**SPECIAL CONDITIONS:**

1. Contractor must be readily accessible through a 24 hour physically manned phone. Answering machines are not acceptable. Contractor shall provide Emergency Phone Number Here: \_\_\_\_\_
2. The Contractor shall possess and maintain a current license to engage in the performance of the work involved in the maintenance and repair of Elevator and Escalator systems. Contractor to provide license number here: \_\_\_\_\_
3. The contractor assumes no responsibility for the following items of elevator equipment which are not included in the contract: Car Enclosure, Floor Covering, Door Panels, Plenum chambers, Hung Ceilings, Light Diffusers, handrails, Mirrors and Carpets, Hoist way Enclosure, Hoist way Gates, Doors, Frames and Sills, Underground and/or Buried Piping and Jack Casing.
4. Contractor will not be responsible to make inspections, or install additional equipment that may be required or recommended by insurance companies, governmental agencies, or others.
5. The Contractor's maintenance supervisor shall meet with, not less than quarterly, the designated City's representative for updates on status of all elevators and escalators.
6. The Contractor is not responsible for misuse, negligence on the City's part or vandalism of elevators and escalators. But due to heavy use of the equipment to move passengers and equipment, doors knocked off track, broken push buttons on the elevators and broken comb tooth segments on the escalators will not be considered misuse or vandalism. Time and material used in correction of these problems will be considered part of this bid for maintenance of the equipment. Physical damage done to the doors or door equipment will be considered misuse or vandalism.
7. All requests for service at times other than scheduled (call-back, emergency service, etc.) outside Prime-Time (8 A.M. - 4:30 P.M., Monday-Friday) will be billed and paid at the hourly rates indicated in the price schedule. Charges will be limited to labor and material only.
8. Contractors shall furnish all data required by this bid specification. Bids submitted with incomplete information may be subject to rejection.
9. All work is to be performed during normal working hours (8:00 AM – 4:30 PM) and on normal working days (Monday – Friday) unless otherwise specified. Regular time callbacks will be included in this contract.



10. Additional work on this contract can only be done with prior City approval. The City reserves the right to accept the contractor's proposal or solicit bids from other companies on repair work that is not specifically included in the scope of this contract.

Contact Person: Juan Teniente at (210)-207-8531  
 Pamela Gilmore-Tate, David Gonzales, Jesse Hernandez at (210) 207-8548

Job Location: Municipal Auditorium  
 100 Auditorium Circle  
 San Antonio, Texas 78205

11. Prices will be firm for the term of the contract period, however, the City agrees to an annual price adjustment on the anniversary of this agreement based on the percentage of increase or decrease in the straight time hourly labor cost for elevator examiners, in the locality where the equipment is to be examined. The City is to be notified in writing of any price adjustment thirty days prior to such. The request for price adjustment must be accompanied by a letter from the union which reflects the increase or decrease in the hourly labor cost. Any price adjustments will become effective upon the date of approval by the City of San Antonio. Send price adjustment requests and documentation to:

COSA Purchasing Department Manager <AND >  
 131 W. Nueva STE 175  
 San Antonio, Texas 78204

Robert Carr, Convention Center Facilities  
 100 Auditorium Circle  
 San Antonio, Texas 78205

### **INSURANCE REQUIREMENTS:**

The contractor shall maintain, for the duration of this agreement and any extensions or renewals hereof, insurance by a company or companies qualified to do business in the State of Texas, and rated A- or better by A.M. Best Company and/or otherwise acceptable to the City, in the following types and amounts:

Type	Amount
*Workers Compensation Employer's Liability	Statutory \$1,000,000/\$1,000,000/\$1,000,000
Commercial General (public) Liability Insurance to include coverage for the following: a. Premises operations b. Independent contractors c. Products/completed operations d. Personal Injury e. Contractual Liability f. Broad form property damage, to include fire legal liability	For <u>Bodily Injury</u> and <u>Property</u> <u>Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage  (f) \$50,000
Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	<u>Combined Single Limit</u> for <u>Bodily</u> <u>Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence

Contractor agrees that with respect to the above required insurance, all insurance contracts and Certificate(s) of Insurance will contain the following required provisions:

Name the City and its officers, employees, volunteers, and elected representatives as additional insureds as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;

Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;

Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City.

\*Any alternate workers compensation employer's liability insurance plan submitted by the vendor must be approved by the City's Risk Management Dept.

Contractor shall provide the City with 30 days advance notice, in writing, of cancellation or material change in coverage.

### **Workers' Compensation Insurance Coverage.**

#### **A. Definitions:**

Certificate of coverage ("certificate")- A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

- D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
- (1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
  - (2) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:
- (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
  - (2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
  - (3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
  - (4) obtain from each other person with whom it contracts, and provide to the contractor:
    - (a) a certificate of coverage, prior to the other person beginning work on the project; and
    - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(6) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(7) Contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

- J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

**PRICE SCHEDULE****ITEM I: ELEVATOR/ELECTRIC LIFT MONTHLY MAINTENANCE**

<u>Location:</u>	<u>Estimated Annual Qty.</u>	<u>Price per Month</u>
A. Hydraulic Elevator # 1: NW Basement to Balcony (3 Level), Passenger 12 Months		\$_____
B. Hydraulic Elevator # 2: NE Basement to Balcony (3 Level), Passenger 12 Months		\$_____
C. Hydraulic Elevator # 3: NW 1 <sup>st</sup> Level to 2 <sup>nd</sup> Level (2 Level), Passenger 12 Months		\$_____
D. Hydraulic Elevator # 4: NE 1 <sup>st</sup> Level to 2 <sup>nd</sup> Level (2 Level), Passenger 12 Months		\$_____
E. Hydraulic Elevator # 5: NW 1 <sup>st</sup> Level to 2 <sup>nd</sup> Level (2 Level), Passenger 12 Months		\$_____
F. Handicap Electric Lift: NE Basement Pit to Basement Level (2 Level), Handicap Electric Lift 12 Months		\$_____

**ITEM II: AFTER HOUR & EMERGENCY REPAIR LABOR**

<u>Description:</u>	<u>Estimated Hours</u>	<u>Price Per Hour</u>
A. After Hours Labor (5 pm – 8 am, M-F) Technician / Journeyman	25 Hrs	\$_____
B. After Hours Labor (5 pm – 8 am, M-F) Helper	25 Hrs	\$_____
C. Weekend & Holiday Labor (All Hours) Technician/Journeyman	10 Hrs	\$_____
D. Weekend & Holiday Labor (All Hours) Helper	10 Hrs	\$_____

**ITEM III: EMERGENCY REPAIR PARTS**

Indicate Pricing Method Applied:

- A. Discount-Off Listed Price in Catalog: \_\_\_\_\_% Discount  
Name of Catalog (if applicable): \_\_\_\_\_
- B. Dealer Cost Plus Percentage \_\_\_\_\_% Surcharge

**Statement:**

“Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed conflict of interest questionnaire with the City Clerk not later than the 7<sup>th</sup> business day after the date that the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at [www.ethics.state.tx.us](http://www.ethics.state.tx.us) <<http://www.ethics.state.tx.us>>. Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Clerk. If mailing a completed conflict of interest questionnaire, mail to: Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Clerk, City Hall, 2<sup>nd</sup> floor, 100 Military Plaza, San Antonio, TX 78205.”

**IMPORTANT MAILING INSTRUCTIONS:**

**MAIL TO:** CITY CLERK  
P.O. BOX 839966  
SAN ANTONIO, TX 78283-3966

**PHYSICAL ADDRESS:** CITY CLERK  
CITY HALL (COMMERCE ST. & FLORES ST.)  
100 MILITARY PLAZA, 2ND FLOOR  
SAN ANTONIO, TEXAS 78205

**MARK ENVELOPE:** "ANNUAL CONTRACT FOR ELEVATOR MAINTENANCE AT THE  
MUNICIPAL AUDITORIUM  
BIDS TO BE OPENED: 2:00 P.M., DECEMBER 8, 2006  
BID NO. A609-07-VF

**REMARKS:**

**City of San Antonio  
Administrative Services Department  
Purchasing Division**

**Formal Tabulations and Awards by Solicitation Number**

The [Purchasing Division](#) will post preliminary tabulations within seven (7) days of the advertised bid opening. The information on these tabulations will be posted for informational purposes only, and will be posted as read by the City Clerk's Office during the bid opening. This tabulation is **not** a notice of award of the contract. All bids are subject to review for completeness, accuracy and compliance with the terms set forth in the bid documents. The Purchasing Division evaluates bids for responsiveness and the responsibility of the bidder, and makes a recommendation to the San Antonio City Council. The San Antonio City Council makes the final determination regarding award of contracts where the expenditure is over \$25,000.

The Purchasing Division does not notify bidders as to the outcome of bids. If you are awarded a contract, the Purchasing Division will inform you of the award. In order to determine the status of your bid, you are encouraged to check the City's website at [www.sanantonio.gov](http://www.sanantonio.gov) and view link for the City Council agenda. City Council meeting agendas are posted every Monday morning for regularly scheduled meetings held on the following Thursday. Review the agenda to see whether your bid will be considered at the Thursday meeting. Final bid tabulations indicate the recommendation that is being made by the Purchasing Division, and may be obtained by viewing the City's e-agenda, or requesting them from the City Clerk's office, once the item has been posted on the agenda.